MASTER AND SERVANT—LIABILITY TO LOANED SERVANT—SERVANT'S IGNORANCE OF LOAN.—The defendant's servant, the plaintiff, was loaned to an independent contractor who had been engaged by the master. The plaintiff, who thought he was working for the defendant, was injured through the negligence of the independent contractor, but sued his master. *Held* for the plaintiff. *King* v. *Atchinson, etc. Ry.* (Kan. 1921) 195 Pac. 622.

A servant who is in the special employ of one other than his general master must resort to the special employer when injuries are suffered during such employment. See *Green* v. *Sansom* (1899) 41 Fla. 94, 102, 25 So. 332; *Gagnon* v. *Dana* (1897) 69 N. H. 264, 267, 39 Atl. 982. Similarly, the special master is liable for injuries inflicted on third persons through the negligence of the servant *pro hac vice*. See *Brown* v. *Smith & Kelly* (1890) 86 Ga. 274, 277, 12 S. E. 411. But a master is liable for injuries to a servant although at the time of the injury the master's business had been taken over by another company, if the servant was ignorant of the transfer. *Solomon R. R.* v. *Jones* (1883) 30 Kan. 601, 2 Pac. 657; *M. K. & T. Ry.* v. *Ferch* (1898) 18 Tex. Civ. App. 46, 44 S. W. 317; *contra, Smith* v. *Belshaw* (1891) 89 Cal. 427, 26 Pac. 834. Where a servant does not know of a change in masters, the fellow servant doctrine cannot be invoked to defeat an action against the alleged special master, for a person can hardly be said to have undertaken the risk of being injured by one whom he did not know to be his fellow servant. *Brennan* v. *Berlin Iron Bridge Co.* (1902) 74 Conn. 382, 50 Atl. 1030; see *Johnson* v. *Lindsay & Co.* [1891] A. C. 371, 382. On the other hand, a general master cannot be relieved of liability to his servant by proving that the latter had been loaned to an independent contractor at the time of the injury, if the servant had no knowledge of such change. See *D. L. & W. R. R.* v. *Hardy* (1896) 59 N. J. L. 35, 38, 34 Atl. 986; *Bowie* v. *Coffin Valve Co.* (1909) 200 Mass. 571, 86 N. E. 914, (*semble*). The instant case is therefore sound.

RECEIVERS—BREACH OF DUTY—FEES.—One C secured his appointment as receiver of the defendant railroad in order to make profit on executory contracts he had previously entered into. On intervening petition by stockholders and creditors attacking the acts of C as receiver, the court, in depriving him of profits made by virtue of the contracts being executed, *held, inter alia,* that C was entitled to fees for services diligently performed. *Rawlin* v. *Chicago etc. Ry.* (Ill. 1921) 129 N. E. 730.

The fees to which a receiver is entitled are discretionary with the court and must be determined upon proof of the responsibilities assumed and the work done. *Deputy* v. *Delmar Lumber Mfg. Co.* (Del. 1913) 85 Atl. 669. Want of capacity and lack of appreciation of the obligations of the office are generally stated to be sufficient grounds to deny compensation. *In re Sheets Lumber Co.* (1900) 52 La. Ann. 1337, 1347 *et seq.,* 27 So. 809; *cf. Stevens* v. *Melchor* (1897) 152 N. Y. 551, 46 N. E. 965. Thus a reckless disregard of the performance of a receiver's duty will debar him from commissions. *Covington* v. *Hawes La Anna Co.* (1914) 245 Pa. St. 73, 91 Atl. 514; *Atkinson & Co.* v. *Aldrich-Clisbee Co.* (D. C. 1915) 248 Fed. 134. But mere negligence may not be sufficient. See *Pangburn* v. *American Vault etc. Co.* (1903) 205 Pa. St. 93, 99, 54 Atl. 508. Every breach of duty should not suffice to deprive a receiver of his fees as, for example, where the parties represented are benefited far more by the services he renders than they are injured by his misfeasance. Although a receiver is charged as a trustee so that he may not deal with the trust *res* for personal gain, see *Gilbert* v. *Hewetson* (1900) 79 Minn. 326, 82 N. W. 655, it does not necessarily follow that he should be denied his fees for work conscientiously done.